

Jeffrey A. Indrutz
13556 S. Co. Rd. 1000 E.
Galveston, Indiana 46932
June 16, 2009

Honorable Robert D. Drain
Docket Number 05-44481 (RDD)
United States Bankruptcy Judge - Southern District of NY
One Bowling Green
New York, New York 10004-1408

Dear Honorable Robert D. Drain:

Re: Docket Number 05-44481 (RDD)

I am writing to OBJECT to the June 1, 2009 Master Disposition Agreement, Article 9.5.11. I am a former employee of Delphi and was severed on Feb. 28, 2009 during the bankruptcy. I signed a contract with Delphi and waived certain rights to receive severance. In other words, I provided an item of value in exchange for the severance money. This contract was entered into during the bankruptcy.

Many employees, just three months before my notice of separation, were given their severance payments in a lump sum payment. It is not legal that my payments should be stopped when others, just months before me, have received their payment in full. I can only assume Delphi management planned to deny my severance by making this change from lump sum payment to installment payments based on their latest request to approve this motion. Delphi management entered into a contract with me but never intended to honor it.

Please strongly consider this and not let this happen.

I had planned to use this money to support my family and me during my search for further employment. I understand how claims made prior to entering bankruptcy are tenuous but am not at all in favor of cancelling contracts made in good faith during the bankruptcy. The severance payments are a contract liability and should not be terminated. I have a valid contract and I expect it to be honored. Delphi expects me to honor the release of claims that I signed.

I have already been subject to benefit termination as a salaried retiree of Delphi and thus have made a long term contribution to this recovery effort. The severance agreement is a short term, well defined liability and not a large one at that.

Please consider strongly these objections and not allow the termination of severance payments.

Thank you for your consideration,

Jeffrey A. Indrutz